

A. G. Contract No. KR94 0683TRN  
ECS File No.: JPA 94-63  
Project: H3670 15C  
Section: US-191 & SR-80

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF DOUGLAS

THIS AGREEMENT is entered into 1 JUNE, 1994,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF DOUGLAS, acting by and through its MAYOR and CITY  
COUNCIL (the "City").

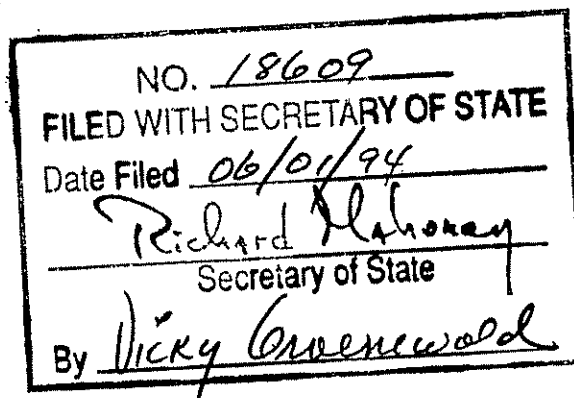
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. To comply with the Americans with Disabilities Act of  
1990, the State provides funds to local governments to  
construct or contract improvements on sidewalks along State  
highways which will provide improved handicapped access to  
pedestrian facilities, or remove barriers which may impede the  
disabled. The City has requested funds to construct such  
improvements on US-191 and SR-80 in the City, hereinafter  
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

a. Provide the City with State standard Project design plans. Review standard design exceptions and provide comments as appropriate.

b. Within thirty (30) days after receipt and approval of an invoice, advance the City \$86,000.00, or reimburse the City for the reasonable direct actual cost of the Project, in a total amount not to exceed \$86,000.00.

### 2. The City will:

a. Provide the State with standard design exceptions for review and comment. Incorporate State review comments. Be responsible for design and construction of the Project.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation. Insure required State construction permits are obtained, and comply with State procurement laws. Notify the State upon completion.

c. Upon completion, approve and accept the Project as complete and provide maintenance.

d. Invoice the State for the reasonable direct actual cost of the Project, or in an amount not to exceed \$86,000.00.

## III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Department of Transportation in the Project is to convey funds for the use and benefit of the City by reason of state and federal law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the City of any of the provisions of this agreement.

3. Should the Project not be completed or be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract or commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Douglas  
City Manager  
425 10th Street  
Douglas, AZ 85607

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

**CITY OF DOUGLAS**

**STATE OF ARIZONA**  
Department of Transportation

By Elizabeth M. Ames  
ELIZABETH AMES  
Mayor

By Peter L. Eno  
PETER L. ENO  
Contract Administrator

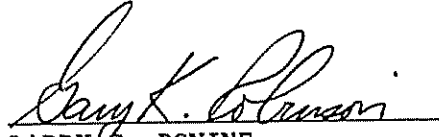
ATTEST

By Lenicia G. Rodriguez  
LENICIA G. RODRIGUEZ  
City Clerk

RESOLUTION

BE IT RESOLVED on this 30th day of March 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Douglas for the purpose of defining responsibilities for the design and construction of curb ramps on US-191 and SR-80 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for: LARRY S. BONINE  
Director

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2  
3 RESOLUTION NO. 94-050  
4

5 A RESOLUTION OF THE CITY OF DOUGLAS  
6 MAYOR AND COMMON COUNCIL AUTHORIZING  
7 THE EXECUTION OF AN  
8 INTERGOVERNMENTAL AGREEMENT BETWEEN  
9 THE CITY OF DOUGLAS AND THE STATE OF  
10 ARIZONA DEPARTMENT OF TRANSPORTATION  
11 - PROJECT NUMBER JPA 94-63  
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13  
14 WHEREAS, the State of Arizona through the Department of  
15 Transportation (hereinafter referred to as ADOT) has  
16 programmed funding for the Americans with Disabilities Act of  
17 1990 to construct improvements along SR-80 and US-191 which  
18 will provide improved handicapped access to pedestrian  
19 facilities, or remove barriers which may impede the disabled;  
20 and

21 WHEREAS, the City of Douglas desires to obtain funding  
22 for this project from ADOT; and

23 WHEREAS, ADOT had determined it to be in the best  
24 interest of the State of Arizona to require that the City of  
25 Douglas enter into the Intergovernmental Agreement with the  
26 State of Arizona for the purpose of obtaining these funds;

27 NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COUNCIL  
28 OF THE CITY OF DOUGLAS:

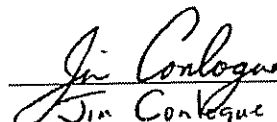
29 Accepts the Intergovernmental Agreement between the City  
30 of Douglas and the State of Arizona - Department of  
31 Transportation for Project No. JPA 94-63 in the maximum amount  
32 of \$86,000.00.  
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38

JPA 94-63

APPROVAL OF THE DOUGLAS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 12th day of May, 1994.

  
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Jim Conlogue  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-0683--TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25<sup>th</sup> day of May, 1994.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8365G